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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10

11 LENSRAFTERS, INC.; and EYEXAM OF  
CALIFORNIA, INC.,

12 Plaintiffs,

13 vs.  
14

15 LIBERTY MUTUAL FIRE INSURANCE  
COMPANY; EXECUTIVE RISK  
16 SPECIALTY INSURANCE COMPANY;  
UNITED STATES FIRE INSURANCE  
17 COMPANY; MARKEL AMERICAN  
INSURANCE COMPANY; and  
18 WESTCHESTER FIRE INSURANCE  
COMPANY,

19 Defendants.  
20

CASE No. CV-07-2853 SBA

**STIPULATION TO DISMISS,  
WITHOUT PREJUDICE, CROSS-  
COMPLAINT OF MARKEL  
AMERICAN INSURANCE COMPANY  
AGAINST CROSS-DEFENDANT  
WESTCHESTER FIRE INSURANCE  
COMPANY**

21 Cross-complainant Markel American Insurance Company ("Markel") and cross-  
22 defendant Westchester Fire Insurance Company ("Westchester") stipulate and agree as follows:

23 WHEREAS, Markel filed a cross-complaint in this action on July 27, 2007 against  
24 Westchester and several other cross-defendants;

25 WHEREAS, Westchester and the various other cross-defendants answered and denied  
26 the allegations in Markel's cross-complaint;

27 WHEREAS, a conditional settlement has reportedly been reached by and between  
28 Westchester and LensCrafters, Inc. and Eyexam of California, Inc., (collectively "LensCrafters")

1 as respects both this case and the underlying class action lawsuit, *Snow v. LensCrafters, Inc., et*  
2 *al.*, San Francisco Superior Court Case No. CGC-02-40554 ("*Snow*") out of which the instant  
3 action arises;

4 WHEREAS, to facilitate Westchester's settlement agreement with LensCrafters, Markel  
5 and Westchester mutually agreed to release any claims against the other arising out of *Snow* or  
6 this action;

7 WHEREAS, Westchester dismissed its Counter-claim and Cross-claim against all parties  
8 in this action, without prejudice, in a Stipulation filed on February 25, 2008;

9 NOW THEREFORE, Markel and Westchester do hereby stipulate that Markel may  
10 hereby dismiss its Cross-Complaint against Westchester, without prejudice.

11 Dated: April 4, 2008

LONG & LEVIT LLP

12  
13 By /s/  
14 CHIP COX  
15 Attorneys for Defendant,  
16 MARKEL AMERICAN  
INSURANCE COMPANY

17 DATED: April 4, 2008

HARRIS, GREEN & DENNISON  
A Professional Corporation

18  
19 By /s/  
20 ROBERT D. DENNISON, ESQ.  
21 GARY L. GREEN, ESQ.  
22 Attorneys for Cross-Defendant,  
WESTCHESTER FIRE  
INSURANCE COMPANY

23 **ORDER**

24 Good cause appearing, IT IS HEREBY ORDERED that Markel American  
25 Insurance Company's Cross-Complaint against Westchester Fire Insurance Company is hereby  
26 dismissed without prejudice.

27 DATED: 4/23/08

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UNITED STATES DISTRICT JUDGE